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SOLUTIONS, INC. and EXPERIAN  
INFORMATION SOLUTIONS, INC.,

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

EXPERIAN MARKETING  
SOLUTIONS, INC. and EXPERIAN  
INFORMATION SOLUTIONS, INC.,  
Plaintiffs,

v.

MARTIN WORLDWIDE, INC.,  
UNIVERSAL DATA  
CORPROATION [sic] d/b/a  
UNIVERSAL LISTS, PHILIP BARRY  
KATZ, and JOHN V. BARILE,

Defendants.

**Case No. CV 08-08265 SJO (SHx)**  
Hon. S. James Otero

**CONSENT DECREE**

**CONSENT DECREE AND ORDER**

The above-entitled matter having been compromised and settled by and among Plaintiffs, Experian Marketing Solutions, Inc. ("EMS") and Experian Information Solutions, Inc. ("EIS"), and Defendants, Martin Worldwide, Inc. ("MWW") and Universal Data Corproation [sic] d/b/a Universal Lists ("UL") (MWW and UL are sometimes hereinafter referred to as "Defendants"), the following Consent Decree and Order is made and entered by the undersigned, the Honorable S. James Otero, Judge of the United States District Court for the Central District of California, pursuant to the concurrently-filed Stipulation of Plaintiffs and Defendants through their counsel.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction over the Plaintiffs, Defendants and the subject matter of this action. Venue in this district is proper.
2. From and after the entry of this Consent Decree and Order, MWW and UL shall cease and permanently refrain from using or employing the trademark, service mark, corporate name, trade name or designation "EXPERIAN," or the Registered Marks, or any mark, design or name which contains the term "Experian," or any confusingly similar name or term, whether alone or in conjunction with other words or designs, in any manner for, or related to, any products, services, or commercial activities of themselves or of any other company affiliated with or related to them, including without limitation using any mark, term or name "Experian" for promotional, marketing or advertising purposes.

- 1       3. MWW and UL shall not expressly or impliedly represent themselves or their  
2       products or services as being affiliated in any manner with EMS or EIS, or of any  
3       other company or person related to or affiliated with any of the Plaintiffs, or as  
4       authorized, sponsored or endorsed by or otherwise connected with the Plaintiffs, or  
5       any of them.  
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- 7       4. MWW and UL shall require that their affiliated companies, owners, members,  
8       managers, directors, officers, attorneys, agents, representatives and employees,  
9       successors and assigns comply with all terms of this Consent Decree and Order.  
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- 11      5. The above-noted prohibition on use of the Experian Marks does not prohibit MWW  
12      or UL from representing that the source or origin of data or lists that they obtained  
13      directly from EMS or EIS, or from one of their licensed authorized resellers, is in  
14      fact Experian data, as long as the representations are truthful and are in conformity  
15      with the terms and conditions of a license imposed upon such data by EMS, EIS or  
16      one of their licensed authorized retailers.  
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- 18      6. No delay or failure by the Plaintiffs or Defendants, or any of them, to enforce any  
19      right arising under this Consent Decree and Order, or to enforce against any breach  
20      thereof, shall be construed as waiver of any such right or breach.  
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- 22      7. The parties hereto have agreed that any disputes concerning or arising out of their  
23      Settlement Agreement or this Consent Decree and Order, or any action or proceeding  
24      to enforce the same, shall be subject to the venue and jurisdiction of the California  
25      courts. Their preference would be to have this Court hear any such disputes in the  
26      event they were to arise.  
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1 8. Plaintiffs' claims against all of the defendants, including MWW, UL, Philip Barry  
2 Katz and John V. Barile are dismissed, with prejudice, except as to enforcement of  
3 this Consent Decree and Order and the parties' Settlement Agreement. Each party  
4 shall bear its own costs and attorneys' fees; provided that the parties have agreed that  
5 in any proceeding to enforce the Settlement Agreement or Consent Decree and Order  
6 the substantially prevailing party shall be entitled to recover its costs and attorneys  
7 fees. The parties agree that in such proceedings EMS and/or EIS shall be entitled to  
8 equitable relief enforcing the terms of the Settlement Agreement and this Consent  
9 Decree and Order.

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11 **IT IS SO ORDERED.**

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15 Dated: September 29, 2009



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The Honorable S. James Otero  
United States District Court

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